



1 NU58DP007614-01-00: Racial and Ethnic Approaches to Community Health
Subaward Agreement

between

The Public Health Authority of Cabarrus County *dba* Cabarrus Health Alliance
and
Gaston County Public Health

I. OVERVIEW

A) Parties

The parties to this agreement are Public Health Authority of Cabarrus County *dba* Cabarrus Health Alliance, a North Carolina non-profit corporation (“CHA” or “The Agency”) and the Gaston County Public Health (“Subrecipient”).

B) Roles

For the purposes of this Agreement, CHA serves as the pass-through entity for a federal award and the Subrecipient serves as the recipient of a subaward.

C) Source of Funding

This subaward is funded by The U.S. Department of Health and Human Services Centers for Disease Control and Prevention (CDC) through 1 NU58DP007614-01-00: Racial and Ethnic Approaches to Community Health (herein after called *REACH*).

D) Purpose

The purpose of this agreement is to establish the terms and conditions for the subaward allocated to the Subrecipient from CHA, a grantee of The U.S. Department of Health and Human Services Centers for Disease Control and Prevention (CDC). Monitoring “Uniform Guidance” or “Omni-Circular” 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of its Subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance goals are achieved.

E) Disclosures

Federal regulations require CHA to provide the Subrecipient with specific information about this subaward. All required information is listed in Exhibit A (Subaward Data).

F) Term

This Agreement shall govern the performance of the parties for the period 9/30/2023 (the “Effective Date”) through 9/29/2028, unless earlier terminated by either party in accordance with the terms of this Agreement (such period of performance, the “Agreement Term”).

II. SCOPE OF FUNDED ACTIVITIES

A) Scope of Services

Subrecipient shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

B) Budget

The Subrecipient must perform the Approved Services in accordance with the program budget as approved by CHA and attached hereto as Exhibit C (Approved Budget).

C) Prior Approval for Changes

The Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of CHA; nor shall the Subrecipient make any changes, directly or indirectly, in program design or in the Approved Activities or in the Approved Budget without the prior written approval of CHA.

III. COMPENSATION

A) Payment of Funds

Cabarrus Health Alliance agrees to reimburse the Subrecipient for costs actually incurred and paid by the Subrecipient in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed **\$76,876.02 USD** (the “Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by CHA if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the expiration or termination of this Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligations:

Year One (2023 – 2024)	\$133,469.00 USD
Year Two (2024 - 2025)	\$ 93,428.00 USD
Year Three (2025 – 2026)	\$ 76,876.02 USD
Grand Total:	\$ 303,773.02 USD

B) Invoices

On or before the fifth (5th) day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, the Subrecipient shall submit invoices, in a form supplied by CHA, for the most recent month ended, to CHA, setting forth actual expenditures of the Subrecipient in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, CHA may disapprove the requested compensation. If the compensation is so disapproved, CHA shall notify the Subrecipient as to the disapproval. If CHA approves payment, then CHA will disburse the funds without further notice.

C) Contingency

The payment of funds to the Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by CHA from applicable federal funding sources and shall be subject to the Subrecipient’s continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that CHA receives from federal funding sources is reduced, CHA may reduce the amount of funds awarded under, or to terminate, this Agreement. CHA also may deny

payment for the Subrecipient's expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in Section 3.2 and Section 4.4.

IV. FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION

A) Financial Management

The Subrecipient must maintain a financial management system and financial records and administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as adopted by the Department of Treasury at 2 CFR Part 1000. The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by CHA if required by applicable laws, regulations or guidelines from its federal and state government funding sources. The Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

B) Limitations on Expenditures

CHA may not reimburse or otherwise compensate the Subrecipient for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement. CHA shall only reimburse the Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with established CHA and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

C) Indirect Cost Rate

Exhibit A (Subaward Data) contains information on CHA's indirect cost rate under its grant from the Department of Treasury. The indirect cost rate information, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

D) Financial and Other Reports

The Subrecipient must submit to CHA such reports and back-up data as may be required by the Federal Government or CHA, including such reports which enable CHA to submit its own reports to the Department of Treasury and the reports required in accordance with the following schedule:

<u>REPORT</u>	<u>DEADLINE</u>
Progress Report	Monthly
Performance Report	Semi-annually
Financial Report	10 th of each month

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Subrecipient is required to submit to CHA following the expiration or termination of this Agreement.

E) Improper Payments

Any item of expenditure by the Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of CHA, the Department of Treasury, or other federal instrumentality to be improper, unallowable,

in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become the Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by CHA under this Agreement or any other agreements between CHA and the Subrecipient. This provision shall survive the expiration or termination of this Agreement.

F) Audited Financial Statements

In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a Subrecipient, the Subrecipient must comply with the federal audit requirements contained in the Uniform Guidance, 2 CFR Part 200, including the preparation of an audit by an independent Certified Public Accountant in accordance with the 31 U.S.C. §§ 7501 et seq., and with Generally Accepted Accounting Principles. If the Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by CHA and appropriate officials of the Federal Government, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. The Subrecipient shall provide CHA with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of the Subrecipient's most recently ended fiscal year.

G) Closeout

Final payment request(s) under this Agreement must be received by CHA no later than thirty (30) days after the earlier of the expiration date or termination date of this Agreement. CHA will not accept a payment request submitted after this date without authorization from CHA. In consideration of the execution of this Agreement by CHA, the Subrecipient agrees that acceptance of final payment from CHA will constitute an agreement by Subrecipient to release and forever discharge CHA, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to CHA under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of CHA. Such requirements shall include submitting final reports to CHA and providing any closeout-related information requested by CHA by the deadlines specified by CHA. This provision shall survive the expiration or termination of this Agreement.

V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS

A) General

Subrecipient shall perform all activities funded by this Agreement in accordance with this Agreement, the award agreement between CHA and The U.S. Department of Health and Human Services Office of Centers for Disease Control and Prevention (CDC), and all applicable federal, state and local requirements, including all

applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from the Subrecipient's current policies and practices. CHA will assist the Subrecipient to comply with all applicable requirements. However, the Subrecipient will be ultimately responsible for ensuring its compliance with applicable requirements.

B) Authority

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing this grant, including the following:

- (1) **Authorizing Statute.** Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).
- (2) **Implementing Regulation.** Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, May 17, 2021), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- (3) **Guidance.** Applicable guidance documents issued by the Department of Treasury, including *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*¹;

C) Federal Grant Administration Requirements

The Subrecipient must comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200, as adopted by the Department of Treasury at 2 CFR Part 1000. These requirements control how the Subrecipient may administer this grant and how CHA must oversee the Subrecipient.

D) Procurement Requirements

(1) Federal Requirements:

Subrecipient must have and use documented procurement procedures, consistent with state, local, and tribal laws and regulations and the standards of 2 CFR 200.318 for the acquisition of property or services required under this Agreement. The Subrecipient's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards).² Such standards include, but are not limited to, the following:

- a. All procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; (4) or after solicitation of a number of sources, competition is determined inadequate.³

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

² 2 CFR 200.318(a).

³ 2 CFR 200.320(c)(1)-(3) and (5).

- b. The Subrecipient must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.⁴
- c. The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Subrecipient must disclose in writing to CHA any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
- d. The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.⁵
- e. Subrecipient must “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”⁶

(2) Agency Requirements:

The Subrecipient must also comply with the following:

- a. **Reporting.** Subrecipient must document, in its monthly report to CHA, the status of all contracts executed under this Agreement.
- b. **Agency review of solicitations.** Except for procurements by micro-purchases pursuant to 2 CFR 200.320(a) or procurements by small purchase procedures pursuant to 2 CFR 200.320(b), if Subrecipient subcontracts any of the work required under this Agreement, then Subrecipient shall forward to CHA a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Agency shall review the solicitation and provide comments, if any, to Subrecipient within three (3) business days. Consistent with 2 CFR 200.324, CHA will review the solicitation for compliance with applicable procurement standards. CHA’s review and comments shall not constitute a binding approval of the solicitation. Regardless of CHA’s review, Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review CHA identifies any deficiencies, then CHA will communicate those deficiencies to Subrecipient as quickly as possible within the three (3) business day window outlined above. Upon award of the contract, the awarded vendor/contractor shall be required to complete and execute the Subrecipient Agreement, attached hereto as Exhibit F.
- c. **Agency review of contracts.** Except for procurements by micro-purchases pursuant to 2 CFR 200.320(a), if Subrecipient chooses to subcontract any of the work required under this Agreement, then Subrecipient must forward to CHA a copy of any contemplated contract prior to contract execution. CHA shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to

⁴ 2 CFR 200.318(b).

⁵ 2 CFR 200.321.

⁶ 2 CFR 200.318(i).

the Subrecipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Agency will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. CHA's review and comments shall not constitute an approval of the contract. Regardless of CHA's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review CHA identifies any deficiencies, then CHA will communicate those deficiencies to the Subrecipient as soon as possible.

E) Federal Restrictions on Lobbying

Subrecipient must comply with the restrictions on lobbying set forth in 31 CFR Part 21. Pursuant to this regulation, the Subrecipient may not use any federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Subrecipient must certify in writing that the Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

F) Universal Identifier and System for Award Management (SAM)

Subrecipient must obtain, and provide to CHA, a unique entity identifier (UEI) assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

G) Equal Opportunity Requirements

(1) Civil Rights Laws:

Subrecipient must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(2) Fair Housing Laws:

Subrecipient must comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(3) Disability Protections:

Subrecipient must comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(4) Age Discrimination:

Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(5) Americans with Disabilities Act:

Subrecipient must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of

disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

H) Suspension and Debarment

Subrecipient must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement) at 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Subrecipient represents that neither it, nor any of its principals has been debarred, suspended, or determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify CHA immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at www.sam.gov.

I) Federal Funding Accountability and Transparency Act of 2006

Subrecipient must provide CHA with all information requested by CHA to enable CHA to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note).

J) Licenses, Certifications, Permits, Accreditation

The Subrecipient must obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to CHA proof of any licensure, certification, permit or accreditation upon request.

K) Publications

Any publications produced with funds from this Agreement must display the following language: “This project is being supported, in whole or in part, by federal award number: 1 NU58DP007614-01-00: Racial and Ethnic Approaches to Community Health awarded to the Public Health Authority of Cabarrus County by The U.S. Department of Health and Human Services Centers for Disease Control and Prevention (CDC). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government”

L) Mandatory Contract Provisions

The Subrecipient must include applicable contract provisions provided in Exhibit E (Required Contract Provisions).

M) E-Verify

Pursuant to G.S. 143-133.3, the Subrecipient and the Subrecipient’s contractors (Subrecipients) must comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

VI. COOPERATION IN MONITORING AND EVALUATION.

A) Agency Responsibilities

CHA shall monitor, evaluate, and provide guidance and direction to the Subrecipient in the conduct of Approved Activities performed under this Agreement. CHA must determine whether the Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of the Subrecipient to ensure that the Subrecipient has met such

requirements. CHA may require the Subrecipient to take corrective action if deficiencies are found.

B) Subrecipient Responsibilities

(1) Cooperation with Agency Oversight:

The Subrecipient shall permit CHA to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and the Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

(2) Cooperation with Audits:

The Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of CHA, the North Carolina State Auditor, the Department of Treasury, and the U.S. Government Accountability Office. The Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

C) Records Retention and Access

The Subrecipient must maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) for a period of five (5) years following the date that CHA makes the last payment to Subrecipient under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. The Subrecipient shall make all records, books, papers, and other documents that relate to this Agreement available at all reasonable times for inspection, review, and audit by the authorized representatives of CHA, the North Carolina State Auditor, the Department of Treasury, and the U.S. Government Accountability Office.

VII. DEFAULT AND TERMINATION

A) Termination for Cause

CHA may terminate this Agreement for cause after three (3) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with the Requirements of this Agreement.

B) Termination Without Cause

CHA may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) days prior written notice.

C) Termination by Mutual Agreement

CHA and the Subrecipient may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

D) Termination Procedures

If this Agreement is terminated, the Subrecipient may not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to CHA because of any breach of Agreement by the Subrecipient. CHA may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due CHA from the Subrecipient is determined.

VIII. GENERAL CONDITIONS

A) Indemnification

The Subrecipient agrees to indemnify and hold harmless CHA, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Subrecipient in connection with the performance of this Agreement to the extent permitted by law.

B) Insurance

The Subrecipient must maintain insurance policies with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$500,000 bodily injury per each accident, \$500,000 bodily injury per disease per employee, \$500,000 bodily injury per disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
c) Automobile Liability	\$1,000,000 per occurrence

CHA may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. PROVIDER must provide CHA with a Certificate of Insurance. All Certificates of Insurance will require thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, the Subrecipient must provide CHA prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If the Subrecipient fails to provide such notice, the Subrecipient assumes sole responsibility for all losses incurred by CHA for which insurance would have provided coverage. The insurance certificate must remain in effect during the term of this agreement.

The Subrecipient must name CHA as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to CHA. If Subrecipient fails at any time to maintain and keep in force the required insurance, CHA may cancel and terminate the Agreement without notice.

C) Venue and Jurisdiction

CHA and the Subrecipient agree that they executed and performed this Agreement in Cabarrus County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Superior Court Division in Cabarrus County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

D) Nonwaiver

No action or failure to act by CHA constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor such action or failure to act constitutes approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

E) Limitation of Agency Authority

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair CHA from exercising or performing any regulatory, policing, legislative, governmental, or other powers of functions.

F) Severability

If any provision of this Agreement is unenforceable, the remainder of this Agreement will remain enforceable to the extent permitted by law.

G) Assignment

The Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without CHA's written consent. Unless CHA otherwise agrees in writing, the Subrecipient and all assigns are subject to all of CHA's defenses and are liable for all of the Subrecipient's duties that arise from this Agreement and all of CHA's claims that arise from this Agreement.

H) Integration

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

I) Notices

All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

- (a) If to CHA, to:
Monica Shelley-Henson
Contract & Procurement Specialist
Cabarrus Health Alliance
300 Mooresville Road
Kannapolis, NC 28081
- (b) If to the Subrecipient, to:
Gaston County Public Health
Attn: Brittain Kenney
991 W. Hudson Blvd.
Gastonia, NC 28052



Execution for the contract begins on the following page.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective on the last date signed.

GASTON COUNTY PUBLIC HEALTH

CABARRUS HEALTH ALLIANCE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Date: _____

Sue Yates | CFO
Cabarrus Health Alliance

Exhibit A: Subaward Data

Subrecipient Name	Gaston County Public Health
Subrecipient Unique Entity Identifier:	QKY9R8A8D5J6
Federal Award Identification Number (FAIN):	NU58DP007614
Federal Award Date of Award to the Recipient by the Federal Agency:	08/28/2023
Subaward Period of Performance Start Date:	9/30/2023
Subaward Period of Performance End Date:	9/29/2028
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$76,876.02 USD
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$ 303,773.02 USD
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$ 303,773.02 USD
Federal Award Project Description:	Cabarrus Health Alliance REACH application to address nutrition, physical activity in Hispanic and Black populations.
Name of Federal Awarding Agency:	The U.S. Department of Health and Human Services Centers for Disease Control and Prevention (CDC)
Name of Pass-Through Entity:	The Public Health Authority of Cabarrus County <i>dba</i> Cabarrus Health Alliance
Contact Information for Cabarrus Health Alliance Authorizing Official:	Erin Shoe, Health Director & CEO Erin.Shoe@CabarrusHealth.org
Contact Information for Cabarrus Health Alliance Project Manager:	Nina Beech Program Manager Nina.Beech@CabarrusHealth.org
CFDA Number and Name:	93.304
Identification of Whether Subaward is R&D:	Not R&D
Subrecipient Indirect Costs:	See <u>Exhibit C</u> – Approved Budget

Exhibit B: Approved Activities

Roles:

- Serve as the subrecipient of awarded funds under the REACH project, 1 NU58DP007614-01-00, in Gaston County;
- Maintain organizational capacity to effectively, efficiently, and implement locally-tailored evidence- and practice-based strategies within the period of performance
- Maintain engagement with an established community coalition(s) in your county to address issues relating to health. For the purposes of REACH, Cabarrus Health Alliance identifies the following supports for the Region IV community coalition:
 1. Applicant – Cabarrus Health Alliance, represented by Alicia Primus and Nina Beech
 2. Local Health Dept. –Gaston County Public Health, represented by Carrie Meier
 3. Community Coalition Leader(s) – Abigail Newton & Brittain Kenney
 4. Priority Population representative(s) with lived experience of the health inequities being addressed, represented by TBC
 5. Local Community Based Organization representative (with work aligned with the selected required and optional strategies): Kintegra Health represented by Donyel Barber.
- Support activities through Community-Clinical Linkages, as appropriate
- Collaborate with other CDC-funded programs in selected geographic areas

Responsibilities:

- Receive training from CDC, Cabarrus Health Alliance, or REACH-contracted partners to include but not limited to Community-Based Participatory Approaches, Equity, Structural Racism, and Trauma-informed Approaches
- Participate in cross-county Community of Practice activities
- Utilize a Community-Based Participatory Approach to build on existing community assets and existing coalitions
- Conduct health needs assessments and equity assessments to inform programmatic strategies
- Engage the community coalition in executing a plan of community-specific activities grounded in best practices to address health disparities
- Select evidence-based strategies that address health disparities between African American/Black, Hispanic/Latino, and White residents, based on results from a community health needs assessment
- Collaborate with the coalition to develop and carry out an action plan that incorporates these strategies to reduce community-specific health disparities which may result in a model for replication in other geographic areas
- Implement Policy, Systems, and Environmental strategies in nutrition, physical activity, The Nutrition strategy must be consistent with the federal Dietary Guidelines for Americans, Federal Food Service Guidelines and Feeding America and Healthy Eating Research’s charitable food system guidelines for food banks and pantries. Activities must be collaborative and coordinated through cross-sector local level nutrition councils or coalitions. The Physical Activity strategy must be consistent with the goals and federal Physical Activity Guidelines. The physical activity strategy must also be consistent with the Active People, Healthy Nation and Community Design for Physical Activity Strategies. The physical activity strategy must support community design for physical activity by collaborating with partners to

create proximity of everyday destinations connected by safer and more accessible pedestrian, bicycle, or transit transportation networks. Implement the aforementioned strategies in census tracts where at least 20% of the county population live with incomes at or below 100% federal poverty level.

- If appropriate, issue subawards to eligible community-based organizations serving the population of focus in your county. All subawards and subcontracts must be reviewed and approved by Cabarrus Health Alliance before award.
- Implement communication strategies in your county that will support each of the selected evidence-based strategies (minimum of five percent of total award amount).
- Monitor progress of subaward budget, activities, and deliverables.
- Provide timely progress reports on subaward context, outcome-related performance measures, health equity approaches, successes, challenges, and lessons learned throughout periodic reporting as established in the Notice of Award.
- Support CHA's development of at least two success stories during the program period.
- Participant in any required CDC or CHA evaluation guidance, technical assistance, or support webinars, trainings, monthly calls, and/or written materials.
- Ensure fiscal procedures in order to track, monitor, and report expenditure in a timely manner, consistent with the NOFO and 45 CFR 75.
- All prior financial approval requests must be submitted by the 20th of the month proceeding the month in which items wishes to be executed. CHA requests five business days to review and approve in writing approval or denial or request for more information.
- All expenditure reports are due by the 5th of the month following the completion of the project and/or request for reimbursement (ex: reimbursement for staffing costs for the month of April should be submitted no later than 5th of May).
- Maintain compliance with other provisions and restrictions as described in the NOFO or Notice of Award, including Employee Whistleblower Protections, Copyright Interest Provisions, Funding

It is mutually understood and agreed by and between the Parties that

- CHA and the Region 4 LHD will work in collaboration to share information on cases for which both the Parties are involved.
- Both the Parties agree to provide all services detailed within this MOA.
- Both the Parties agree to coordinate the project activities of all groups participating in their local portion of this project.
- Both the Parties agree to abide by Federal and State guidelines regarding equal opportunity, drug-free workplace(s), and financial reporting.

Activities must align to 31 CFR 35.6(b)(1)(xviii) for mental health treatment, substance misuse treatment and other behavioral health services. In addition, activities must align to 31 CFR 35.6(b)(1) for the mitigation and prevention of COVID-19. This includes the approved budget contained in Exhibit C.

Exhibit C: Approved Budget (altered FY25)

1. Name of Contractor/ Sub-recipient: Gaston County Public Health
2. Method of Selection: All contractors are selected based on guidelines in the Public Health Authority of Cabarrus County's Purchasing Policy, Section I. Bidding Process.
3. Period of Performance: September 30, 2025 – September 29, 2026
FY25 Period of Reimbursement: November 1, 2025 – June 30, 2026
4. Scope of Work is detailed in a Memorandum of Agreement between The Public Health Authority of Cabarrus County, dba Cabarrus Health Alliance and Gaston County Public Health
5. Detailed Budget and Justification for Component A: **\$76,876.02 USD**

Total Budget: \$76,876.02 USD

Amended Total Usable Budget: \$70,071.00 as \$6,805.02 USD was used for Year 2 expenses for the original stated Total Budget amount.

Usable Budget: \$70,071.00 to be used for Component A:

- i. Personnel (Salary and Wages and Fringe Benefits) Total: \$43,802 USD
The Reach Coordinator will take the lead on REACH activities – they will be responsible for strategic planning, monitoring progress, coordinating efforts with the REACH Manager, preparing reports, communications with partners, and overseeing all program components specific to their county. Salary is \$29,744 (prorated for 6 months January-June, annual salary is \$59,488/12x6) and benefits are as follows FICA (7.65% of salary is \$2,275), retirement (13.6% of salary is \$4,045), 401k (5% of salary is \$1,487), health insurance (prorated flat rate of \$6,000), dental insurance (prorated flat rate of \$150), and life insurance (prorated flat rate of \$100). The staff will devote 100% of their time on component A, = \$43,802.
- ii. Consultant Total: \$0.00
- iii. Equipment Total: \$0.00
- iv. Supplies Total: \$933.00 USD
General programmatic printing costs promoting REACH project activities including flyers, posters, and inserts which will help achieve community-wide reach. Estimated 1274 copies x \$0.34/copy = \$433.

Program Supplies – supplies needed to create a hunger simulation workshop – role play cards, play money or tokens, food/resource station cards, pens, paper, envelopes. Estimated at \$500
- v. Travel Total: \$336.00 USD
Staff will utilize their personal vehicles to make on-site visits with partners, attend meetings, and provide support to partners. In-county travel estimated at an average of 60 miles per month x \$0.70/mile x 8 months = \$336.

vi. Other Direct Costs Total: \$25,000.00 USD

Charitable Foods Distributors support and engagement; Provide support up to \$2,500 for four (4) food pantry partners to implement policy and process changes that will enhance their ability to provide nutritious food to clients. Estimated cost is \$10,000.

Farmers Market support and engagement to start new or expand existing fruit and vegetable incentive programs to include marketing, supplies, staff training estimated at \$3,000 per market x 3 = \$9,000.

Priority Community Coalition support – Support provided to coalitions/neighborhood associations in priority communities to implement initiatives that increase access to nutrition or physical activity for community members. Appropriate activities include but are not limited to the following: developing a community garden and policy to maintain and sustain it, developing an evidence based physical activity program and a policy to maintain and sustain it, developing a mobile food pantry or delivery service for members who have transportation barriers and policy on how to maintain and sustain it, etc. Estimated at \$2000 x 3 coalitions = \$6,000.

vii. Contractual Costs Total: \$0.00

6. Method of Accountability:

- a. Cabarrus Health Alliance will comply with the agency's Purchasing Policy to ensure accountability. Sub-recipient activities will be monitored by the Program Administrator and Finance Director.
- b. The Gaston County Public Health will:
 - i. Maintain frequent communication with Cabarrus Health Alliance.
 - ii. Provide monthly updates via a provided reporting template.
 - iii. Ensure a minimum of one representative attend monthly coalition meetings.
 - iv. Submit annual audit report to Cabarrus Health Alliance. If the agency is not required to have a program-specific audit, Cabarrus Health Alliance will be permitted to perform adequate monitoring of sub-recipient activities, including independent auditor access to the sub-recipient's records and financial statements.
 - v. Report names and total compensation of each of the sub-recipient's five most highly compensated executives for the preceding completed fiscal year by request.
 - vi. Report any actions that obligate more than \$25,000 or more in Federal funds.

Exhibit D: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Subrecipient's Authorized Official

Name and Title of Subrecipient's Authorized Official

Date

Exhibit E: Required Contract Provisions

1. Remedies

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.⁷ Although not required for contracts at or below the simplified acquisition threshold, CHA suggests including a remedies provision.

2. Termination for Cause and Convenience

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Subrecipient, including the manner by which it will be affected and the basis for settlement.⁸

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 41 CFR 60-1.4(b), unless otherwise stated in 41 CFR 60-1.3.⁹ For the purposes of this requirement the term “construction work” means “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”¹⁰ Each nonexempt prime contractor or Subrecipient must include the equal opportunity clause in each of its nonexempt subcontracts.¹¹

4. Contract Work Hours and Safety Standards Act

In general, all contracts awarded by Subrecipient of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. 3701 and 29 CFR 5.2.

If applicable per the standard described above, Subrecipient must include the provisions at 29 CFR 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts. In addition to the required language from 29 CFR 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 CFR 5.1, Subrecipient must also insert a clause meeting the requirements of 29 CFR 5.5(c). Specific language is not required, but suggested language is as follows:

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or Subrecipient shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years

⁷ See 2 C.F.R. Part 200, Appendix II(A).

⁸ See 2 C.F.R. Part 200, Appendix II(B).

⁹ See 2 C.F.R. Part 200, Appendix II(C).

¹⁰ 41 CFR 60-1.3.

¹¹ 41 CFR 60-1.4(c).

from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- (2) Records to be maintained under this provision shall be made available by the contractor or Subrecipient for inspection, copying, or transcription by authorized representatives of the Federal Government and the contractor or Subrecipient will permit such representatives to interview employees during working hours on the job.

5. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the *Clean Air Act* and the *Federal Water Pollution Control Act*. Violations must be reported to the Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).¹²

The following provides a sample contract clause:

Clean Air Act and Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act*, 42 U.S.C. § 7401 et seq, and *Water Pollution Control Act*, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to [SUBRCIPEINT's NAME] and understands and agrees that the [SUBRCIPEINT's NAME] will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

6. Suspension and Debarment

Subrecipient's contractors and Subrecipients are subject to suspension and debarment regulations.¹³ The suspension and debarment regulations restrict Subrecipient from entering into a "covered transaction" with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. Such ineligible parties are generally listed on www.sam.gov. "Covered transactions" include procurement contracts by Subrecipient under this Agreement, as well as certain subcontracts, for goods or services worth \$25,000 or more.¹⁴

¹² 2 C.F.R. Part 200, Appendix II, § G

¹³ 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19.

¹⁴ See 2 CFR 180.220.

Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.¹⁵ The following provides a sample debarment and suspension clause:

Suspension and Debarment.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 31 CFR Part 19. As such, the contractor must verify that none of the contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

The contractor must comply with 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by [Name of Subrecipient]. If it is later determined that the contractor did not comply with 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C, in addition to remedies available to by [Name of Subrecipient], the Federal Government may pursue available remedies, such as suspension, debarment, or both.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment

Non-federal entities who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the Federal Government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.¹⁶

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. 1352.

The following provides a sample contract clause:

Byrd Anti-Lobbying Amendment

¹⁵ 2 CFR 180; 2 C.F.R. Part 200, Appendix II, § H.

¹⁶ See 2 CFR Part 200, Appendix II, § I (citing 31 U.S.C. 1352); 31 CFR 21.110.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

8. Access to Records

The Subrecipients and its contractors and Subrecipients must give CHA and the Department of Treasury access to records associated with their awards during the federally required record retention period and as long as the records are retained.¹⁷

The following provides a sample contract clause:

The Contractor agrees to provide Gaston County Public Health, Cabarrus Health Alliance, the Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide Gaston County Public Health, Cabarrus Health Alliance, the Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

The Subrecipient's contractors comply with all federal laws, regulations, and executive orders. The following provides a sample contract clause:

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

¹⁷ 2 CFR 200.334, 200.337.

10. No Obligation by Federal Government or Cabarrus Health Alliance

The Federal Government, nor Cabarrus Health Alliance, are parties to any transaction between the Subrecipient and its contractor. Therefore, the Federal Government, nor Cabarrus County, not subject to any obligations or liable to any party for any matter relating to the contract between the Subrecipient and its contractor. The following provides a sample contract clause:

The Federal Government, nor Cabarrus Health Alliance, are party to this contract and are not subject to any obligations or liabilities to the Gaston County Public Health, Gaston County, contractor, or any other party pertaining to any matter resulting from the contract.

11. Affirmative Socioeconomic Steps

The Subrecipient must take six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible.¹⁸ One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps.¹⁹

The following provides a sample contract clause:

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

¹⁸ 2 CFR 200.231.

¹⁹ 2 CFR 200.321(b)(6).